



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



January 07, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**BAILMENT AGREEMENT WITH SAN DIMAS MOUNTAIN RESCUE
TEAM FOR USE OF A 2008 BIG TEX UTILITY TRAILER FOR SAN DIMAS
MOUNTAIN SEARCH AND RESCUE OPERATIONS
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) requests approval of a Bailment Agreement (Agreement) for the use of a 2008 Big Tex utility trailer (Trailer), which will be provided by the San Dimas Mountain Rescue Team (SDMRT). The primary use of the Trailer will be for transporting equipment (two quads and/or two snowmobiles and related equipment) to and from search sites by members of the SDMRT.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Agreement with the SDMRT for the use of the Trailer, at no cost to the Los Angeles County (County), effective upon your approval and terminating in six years or upon five days advance written notice by one party to another.
2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Reserve Captain David Little, San Dimas Mountain Rescue Team, 114 1st Street, San Dimas, California, 91773, for the generous loan and use of the Trailer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The SDMRT wishes to loan the use of a Trailer, Vehicle Identification Number 16VNX142081E10734, for exclusive use by Department personnel assigned to the SDMRT.

Implementation of Strategic Plan Goals

Approval of this Agreement supports the County's Strategic Plan Goals 1 and 2, for Service Excellence and Workplace Excellence. The Trailer will enhance both the quality and productivity of services provided by the SDMRT's personnel.

FISCAL IMPACT/FINANCING

The Department will hold title as the registered owner and the SDMRT will hold title as the legal owner of the Trailer. All liability insurance will be provided and paid for by the Department. All general maintenance and repairs necessary for the daily operation of the trailer will be provided by the SDMRT.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Trailer will be on loan to the Department for a period of six years. However, the Trailer will be returned to the SDMRT when, if in the opinion of the Department, the Trailer is no longer suitable for County service or when the Department or the SDMRT has provided five days advance written notice of termination to the other party.

The County agrees to indemnify and defend the SDMRT from any and all liability, losses, or damages the SDMRT may suffer and from any claims, demands, costs, or judgments against the SDMRT arising out of the County's use or operation of the Trailer. This indemnification does not extend to any liability (1) resulting from inherent defects or malfunctions in such Trailer related to manufacturer's acts or omissions, (2) resulting from SDMRT's failure to provide all necessary and/or scheduled maintenance, service, or repair to the Trailer, or (3) resulting when the SDMRT provides or performs the necessary and/or scheduled maintenance, service, or repair to the Trailer negligently or at less than industry standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current County services.

CONCLUSION

Upon the Board's approval, please return one adopted stamped copy of the Board letter and the Agreement to the Department's Communications and Fleet Management Bureau, Attention: Lieutenant Vance Duffy, 1277 North Eastern Avenue, Los Angeles, California, 90063.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent than the last name "Baca".

LEROY D. BACA
Sheriff

LDB:DS:ca

Enclosures

**BAILMENT AGREEMENT
BY AND BETWEEN COUNTY OF LOS ANGELES
AND SAN DIMAS MOUNTAIN RESCUE TEAM**

This Bailment Agreement (Agreement) is made and entered into this _____ day of _____, 2014, by and between the County of Los Angeles, hereinafter referred to as "COUNTY," and the San Dimas Mountain Rescue Team.

1. **Bailment of Property:** San Dimas Mountain Rescue Team hereby bails a 2008 Big Tex utility trailer, Vehicle Identification Number 16VNX142081E10734, which is hereby referred to as the "Trailer," for the exclusive use of the Los Angeles County Sheriff's Department (Department).
2. **Terms of Bailment:** The term of this agreement shall be for six years commencing on the date written above, unless sooner terminated or extended, in whole or in part, as set forth herein.
3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the trailer. COUNTY has the right to inspect said trailer prior to acceptance. The San Dimas Mountain Rescue Team shall assume responsibility for ensuring that the Trailer has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Trailer upon delivery and by acceptance thereof finds the Trailer is in good working order and condition. The San Dimas Mountain Rescue Team shall provide all maintenance, service, and repairs necessary for the daily operation of the trailer at no cost to COUNTY. The San Dimas Mountain Rescue Team shall pay and provide for normal service required to maintain the trailer in good working order and condition, provide proper servicing and shall comply in every respect with any manufacturer's/owner's manual that comes with the Trailer. COUNTY shall pay for washing, parking, garage, highway/road service toll, and fines incurred in connection with the use of the Trailer.
4. **Indemnification:** COUNTY agrees to indemnify and defend the San Dimas Mountain Rescue Team from any and all liability, losses, or damages the San Dimas Mountain Rescue Team may suffer and from any claims, demands, costs, or judgments against the San Dimas Mountain Rescue Team arising out of COUNTY's use or operation of the San Dimas Mountain Rescue Team's Trailer. This indemnification does not extend to any liability (1) resulting from inherent defects or malfunctions in such Trailer related to manufacturer's acts or omissions, (2) resulting from San Dimas Mountain Rescue Team's failure to provide all necessary and/or scheduled maintenance, service, or repair to the Trailer, or (3) resulting when the San Dimas Mountain Rescue Team provides or performs the necessary and/or scheduled maintenance, service, or repair to the Trailer negligently or at less than industry standards.

5. **Titles:** Legal title to the Trailer is, and shall be at all times, remain in the name of the San Dimas Mountain Rescue Team. COUNTY, through the Department, shall hold title as the registered owner only. The Trailer shall not be transferred or delivered by COUNTY to any persons other than the San Dimas Mountain Rescue Team without the San Dimas Mountain Rescue Team's prior written consent.
6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of this Trailer shall be at no cost.
7. **Inspection by County:** COUNTY agrees to allow the San Dimas Mountain Rescue Team to inspect the Trailer or otherwise at such times and locations as mutually agreed upon. COUNTY shall provide the San Dimas Mountain Rescue Team with such safety, operating, and other information, or copies of such records maintained by COUNTY with respect to the Trailer as the San Dimas Mountain Rescue Team or any government agency may require from time to time.
8. **Use of Trailer:** COUNTY may use the Trailer for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the COUNTY's jurisdiction. COUNTY shall not use or operate the Trailer in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Nor shall the Trailer be used or operated as follows:
 - a. In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
 - b. For an illegal purpose or by a person under the influence of alcohol or narcotics.
9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Trailer:
 - a. From the time it is delivered by the San Dimas Mountain Rescue Team to the COUNTY and upon inspection and acceptance by COUNTY.
 - b. Until the Trailer is returned to the San Dimas Mountain Rescue Team at its place of business, except at times when the San Dimas Mountain Rescue Team has regained temporary possession of the Trailer for purposes of providing the necessary and/or scheduled maintenance, service, and/or repair.

Upon inspection/acceptance, COUNTY shall be responsible for any and all damages to the Trailer except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Trailer or those damages that occur at times when the San Dimas Mountain Rescue Team has regained temporary possession of the Trailer for purposes of providing the necessary and/or scheduled maintenance, service, and/or repair.

In the event of damages to the Trailer, COUNTY shall notify the San Dimas Mountain Rescue Team to that effect and follow such instructions that the San Dimas Mountain Rescue Team may provide with respect to repair or disposal of the Trailer. If the Trailer is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the San Dimas Mountain Rescue Team's agreement as to such condition), COUNTY shall properly notify the San Dimas Mountain Rescue Team thereof and hold any wreckage for disposal by the San Dimas Mountain Rescue Team. With respect to any loss, theft or damage to the Trailer, COUNTY and the San Dimas Mountain Rescue Team shall negotiate the value for a comparably equipped Trailer in a condition similar to the lost, stolen, or destroyed Trailer immediately prior to any such loss.

10. **Termination:** Either party may terminate this Agreement by giving five days advance written notice. Upon termination of this Agreement, COUNTY shall immediately return the Trailer to the San Dimas Mountain Rescue Team.
11. **Amendments:** No variations, modifications, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.
12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Fleet Management
1277 N. Eastern Avenue
Los Angeles, CA 90063

San Dimas Mountain Rescue Team
Attn: Reserve Captain David Little
114 1st St.
San Dimas, CA 91773

13. **Independent Contractor:** This Agreement is by and between COUNTY and the San Dimas Mountain Rescue Team and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the San Dimas Mountain Rescue Team. The employees and agents of one party shall not be construed to be employees and agents of the other party.
14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the state of California. The San Dimas Mountain Rescue Team agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.
17. **Publicity:** Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.
18. **Authorization Warranty:** The San Dimas Mountain Rescue Team represents and warrants that the person executing this Agreement for the San Dimas Mountain Rescue Team is an authorized agent who has actual authority to bind the San Dimas Mountain Rescue Team to each and every term, condition, and

obligation of this Agreement and that all requirements of the San Dimas Mountain Rescue Team have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this agreement will be binding unless modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf by its duly authorized officers,

COUNTY OF LOS ANGELES

SAN DIMAS MOUNTAIN RESCUE TEAM

By _____
Chairman, Don Knabe


David Little, Reserve Captain

ATTEST:
Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By  _____
Deputy